IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.:	10/687,357	**Art Unit:**	2454
Inventors:	SINGER, Mitch *et al.*	**Examiner:**	Joo, Joshua
Filed:	October 15, 2003	**Confirmation No.:**	9265
Title:	**MEDIA NETWORK ENVIRONMENT**	**Docket No.:**	113748-4745US

REPLY BRIEF

Mail Stop Reply Brief - Patents
US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This is a Reply Brief to the Examiner's Answer of March 30, 2011, relating to the above-referenced application.

(i) <u>Related Appeals and Interferences</u>

There are no related appeals and/or interferences currently pending.

(ii) <u>Status of Claims</u>

Claims 1-21 are pending in the case. Claims 1-21 have been rejected. Claims 1-21 are appealed herein.

The present application was filed on October 15, 2003 with claims 1-21. In an amendment dated January 10, 2008 (in response to the office action dated October 10, 2007), no claims were amended. In an amendment dated July 9, 2008 (in response to the office action dated April 9, 2008), claims 1-3, 15, 16, and 18 were amended. In an amendment dated March 3, 2009 (in response to the office action dated October 3, 2008), claims 1-17 and 21 were amended. In an amendment dated September 29, 2009 (in response to the office action dated May 29, 2009), claims 1, 2, 4, 9-12, 15, 16, 18, and 21 were amended. In an amendment dated March 8, 20010 (in response to the office action dated December 7, 2009), claims 1, 10, 11, 13, 15-16, and 18 were amended. In an amendment dated October 4, 2010 (in response to the office action dated June 4, 2010), claims 1, 9, 15, 16, and 18 were amended. In an Advisory Action dated October 20, 2010, the Examiner stated that the proposed amendment to the claims will not be entered. No further claim amendments have been made.

(iii) <u>Status of Amendments</u>

No further amendments were submitted after submitting a response (to the final office action dated June 4, 2010) dated October 4, 2010.

(iv) <u>Grounds of Rejection to be Reviewed on Appeal</u>

A. Whether claims 1-11 and 13-21 are unpatentable over Elabbady et al. (U.S. Patent No. 7,483,958; hereinafter referred to as "Elabbady"), in view of Peinado (U.S. Patent No. 7,073,063) under 35 U.S.C. § 103(a).

B. Whether claim 12 is unpatentable over Elabbady and Peinado, in view of Rofheart
et al. (U.S. Patent No. 7,058,414; hereinafter referred to as "Rofheart") under 35
U.S.C. §103(a).

(v) Argument

**A. Claims 1-11 and 13-21 are patentable over Elabbady in view of Peinado
under 35 U.S.C. § 103(a)**

In the final office action dated June 4, 2010 ("the Office Action"), claims 1-11
and 13-21 are rejected over Elabbady in view of Peinado under 35 U.S.C. § 103(a). As
explained in the Manual of Patent Examination Procedure §706.02, entitled Rejection on
Prior Art, for obviousness under 35 U.S.C. §103, "to support the conclusion that the
claimed invention is directed to obvious subject matter, either the references must
expressly or impliedly suggest the claimed invention or the examiner must present a con-
vincing line of reasoning as to why the artisan would have found the claimed invention to
have been obvious in light of the teachings of the references." As set forth in detail
below, the outstanding rejections are improper because the cited references do not
suggest the claimed invention either explicitly or impliedly, or the examiner did not
present a convincing line of reasoning as to why the artisan would have found the
claimed invention to have been obvious in light of the teachings of the cited references.

The Examiner's Answer dated March 30, 2011 maintains the rejection of claims
1-11 and 13-21 by addressing the appellants' arguments made in the Appeal Brief in
sections. The Examiner's contentions in those sections are addressed separately below.

(1) - "Bound Content" Concept

In response to the appellants' argument that the cited passages of Elabbady do not
specifically teach or suggest the concept of "bound content" as defined in the
specification, the Examiner states that:

In response, Elabbady teaches,

A) "In certain exemplary implementations, the
media playing license is associated with certain
cryptographic keys, e.g., a license key and a key ill,
wherein the license key is a secret seed value. When

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the user acquires <u>protected media content</u> it will be encrypted. As such, in order to play or otherwise process the media content as intended, the playing device will need to have a license that contains a key to decrypt the media content." (col. 8, lines 15-24)

B) "Here, in act #6, HTTP client 318 requests a selected media content file. For example, an HTTP GET (URL) or File 10 (UNC) command may be used. The request is handled by a corresponding content server 320 within device 206. <u>Content server 320 accesses the selected media content file, which in this example, is stored in content database 322.</u>" (col. 10, lines 29-35).

C) "In act #9, the media content file is provided to a media decoder/player function 324, which attempts to decode the file and play it. <u>If media decoder/player function 324 does not have a necessary license for the media content file, should it be protected</u>, then in act #10 a corresponding license request is initiated by license client 326...

D) In act #13 the registration information/result is provided to license generator 312. <u>If the license generator is satisfied that device 300 is properly registered</u>, then in act #14, license generator 312 requests a license from a DRM client 316. DRM client 316 determines if a license is available and returns the license to license generator 312. <u>License generator 312 then provides the license to license client 326, in act #15</u>. The license is then provided to media decoder/player 324, which can then proceed with the decoding and playing of the media content file." (col. 10, lines 38-63).

E) "Attention is now drawn FIG. 2A, which is a block diagram depicting a media content sharing environment 200 having a plurality of networked devices including a first device 202 that is configured to provide a media cataloging service (CS) over a network 204 with/for <u>other devices 206a-d that are configured to act as media players and/or provide media library services</u> (LSs) ..." (col. 5, lines 24-31)

The Examiner further states that "In Figure 3 and the above cited passages, Elabbady teaches of device 206 that comprises a database 322 that stores media content

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file and a license generator 312 that provides license for the stored media content file (Passages B and D). Elabbady teaches that the media content file is protected and that a protected media content file is received from the device 206 (Passages A and C). The network comprises device 206, which comprises protected media content file and license for the media content file and a plurality of clients, i.e., media players (Passage E)."

However, as argued in the Appeal Brief, the above passages merely show that Elabbady "employs a media content license scheme that essentially requires that a proper license exists to process/play the media content." The license is associated with the content or with a specific entity or with multiple entities (e.g., groups), wherein the term "entity" is meant to represent any identifiable account, user, group, organization, company, etc., that may in some way seek to use a device to hold and/or play or otherwise process media content. Therefore, the Elabbady's license scheme requires the media device to check the license that is associated with the content or entity before playing the content. In contrast, the "bound content" concept of the present claims "binds" the content to a particular hub network by storing the license for the content and the content itself in a storage device residing within the particular hub network. Once the content is "bound" to the particular hub network, any compatible compliant device that is bound to that particular hub network can play or present the content on the device. Accordingly, Elabbady's license scheme is different than the "bound concept" of the present claims.

(2) - Limitations (c) and (d) of claim 1

In addressing the appellants' argument that Elabbady does not show overlapping hub networks, the Examiner contents that Elabbady does show overlapping hub networks by stating that:

Elabbady teaches,

> F) "Thus, for example, in certain <u>implementations media CS 203 may actively/dynamically query the various devices to gather information about shared media content</u> and/or passively receive such information from the various devices." (col. 6, lines 11-15)

The Examiner further states that "[a]s shown in the above passage E and F, Elabbady teaches of a plurality of devices that share content and provide LS, which teaches that there are a plurality of servers, i.e. at least a first server and second server. A media playing device may communicate with more than on server to receive content and license. Therefore, the media playing device may connect with one server to access first locked content and license and connect with a second server to access second locked content and license. The networks overlap as the media playing device is part of both networks, the network between the media playing device and the first server and the network between the media playing device and the second server." However, Appellants respectfully disagree with the Examiner's contention that Elabbady's media content sharing environment somehow teaches overlapping hub networks.

(3)/(4) - Limitations (f) and (g)

The Examiner's Answer also addresses limitations (f) and (g) of claim 1. Specifically, the Examiner states that "Elabbady teaches that a device properly registered, i.e. a compatible compliant device, with a server is able to receive a license to play a media content file. If the device is not properly registered with another server, the device, lacking the license, would not be able to play protected content from the another server." However, Appellants respectfully disagree with the Examiner's contention that Elabbady's licensing of media content is equivalent to content being bound to a hub network and being represented by locked content data and that the bound content can only be played or presented through a compatible compliant device that is bound to the hub network.

(5) – Limitation (h)

In addressing the appellants' arguments regarding limitation (h), the Examiner contents that "Elabbady teaches that a device requesting a license to play a protected media content file and that properly registered device receives the license to play the media content file, which teaches "a compliant device operates according to processes defined for a device that is a member of a hub network". Peinado further teaches,

> A) "Preferably, then, the user's computing device 14
> must provide a trusted component or mechanism 32
> that can satisfy to the content owner that such

computing device 14 will not render the digital
content 12 except according to the license 16
associated with the digital content 12 and obtained
by the user" (col. 12, lines 27-33)

B) "Here, the trusted mechanism 32 is a Digital
Rights Management (DRM) system 32 that is
enabled when a user requests that a piece of digital
content 12 be rendered, that determines whether the
user has a license 16 to render the digital content 12
in the manner sought, that effectuates obtaining
such a license 16 if necessary, that <u>determines</u>
<u>whether the user has the right to play the digital</u>
<u>content 12 according to the license 16, and that</u>
<u>decrypts the digital content 12 for rendering</u>
<u>purposes if in fact the user has such right according</u>
<u>to such license 16</u>." (col. 12, lines 34-43)

C) "In particular, the license evaluator 36
determines whether the requesting user has the right
to play the requested digital content 12 based on the
rights description in each license 16 and based on
what the user is attempting to do with the digital
content 12. For example, <u>such rights description</u>
<u>may allow the user to render the digital content 12</u>
<u>into a sound, but not into a decrypted digital copy</u>."
(col. 17, lines 9-15)

D) "n some instances the user cannot obtain the
right to render the digital content 12 in the manner
requested, because the content owner of such digital
content 12 has in effect directed that such right not
be granted. <u>For example, the content owner of such</u>
<u>digital content 12 may have directed that no license</u>
<u>16 be granted to allow a user to print a text</u>
<u>document, or to copy a multimedia presentation into</u>
<u>an un-encrypted form</u>." (col. 17, lines 48-56).

The Examiner further contents that "Peinado teaches of a client providing a
trusted mechanism (Passage A). A client operating according to the trust mechanism and
abiding by the license may not be able to create separate decrypted copy of digital
content (Passages B-D). A decrypted digital content would not require a license and
could be used in any network. Thus, Peinado teaches the limitation of "a compliant
device operates according to processes defined for a device does not make a usable copy
of a discrete instance"." However, Appellants respectfully disagree with the Examiner's
characterization of the passages of Peinado as teaching that a compliant device operates

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according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance. A term "discrete instance" is interpreted from the specification as being independent of any hub network. However, the above-recited passages of Peinado merely disclose that "a trusted software component prevents a user of the computing device from making a copy of such digital content, except as otherwise allowed for by the content owner" through the use of a license. In this regard, these passages do not include a concept of a "discrete instance" of content.

Based on the foregoing discussion, it is respectfully submitted that the Examiner's Answer does not overcome the arguments presented in the Appeal Brief regarding claim 1, and thus claim 1 should remain allowable over the combination of Elabbady and Peinado. Regarding independent claims 15, 16, and 18, similar arguments as those of claim 1 apply, since claims 15, 16, and 18 recite and include substantially similar limitations. Since claims 2-11, 13-14, 17, and 19-21 depend from one of claims 1, 16, and 18, claims 2-11, 13-14, 17, and 19-21 should also be allowable over the combination of Elabbady and Peinado.

Accordingly, the Board should reject these improper assertions as explained above.

B.   Claim 12 is patentable over Elabbady and Peinado, in view of Rofheart under 35 U.S.C. §103(a)

Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Elabbady and Peinado, in view of Rofheart. As explained in the Manual of Patent Examination Procedure §706.02, entitled Rejection on Prior Art, for obviousness under 35 U.S.C. §103, "to support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references." As set forth in detail below, the outstanding rejections are improper because the cited references do not suggest the claimed invention either explicitly or impliedly, or the examiner did not present a convincing line of reasoning as to why the artisan would

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have found the claimed invention to have been obvious in light of the teachings of the cited references.

In addressing the appellants' arguments regarding claim 12, the Examiner contents that "Rofheart teaches,

> A) "the time between the transmitting of the message and the receiving of the response may be used to determine a distance from the local device to the remote device. In this aspect, the time between the transmitting of the message and the receiving of the response is determined by marking a time of the transmitting and receiving as a first time and second time respectively, and determining a difference between the first and second times." (col. 4, lines 5-13)

> B) "In another aspect of the present invention, communicating with the remote device based on the distance determined includes setting an authentication criteria in the local device, comparing the authentication criteria with the distance from the local device to the remote device, and enabling or blocking communications with the remote device depending on whether the distance satisfies the authentication criteria." (col. 4, lines 22-28)

> C) For example, the local device may automatically enable data communications with devices that are located within a predefined range at any given time while all remote devices outside the predefined range will be blocked from data communications with the local device as will be described with respect to FIG. 6. (col. 18, lines 45-50).

The Examiner further contents that "[a]s shown from the above passages, Rofheart teaches of defining a distance between devices based on travel of packets (Passages A and B) and of a device communicating with one or more devices within the defined distance (Passage C). Thus, Rofheart teaches of defining a local environment for a network by a travel time of packets within a hub network." However, Appellants respectfully disagree with the Examiner's characterization of the passages of Rofheart as teaching that a local environment for a hub network is defined by travel time of packets within a hub network of the member. The passages of Rofheart merely states that "the

time between the transmitting of the message and the receiving of the response may be used to determine a distance from the local device to the remote device." These passages fail to teach or suggest defining a <u>local environment for a hub network</u> as defined by travel time of packets within a hub network of the member, as recited in claim 12.

Accordingly, the Board should reject these improper assertions as explained above.

CONCLUSION

In view of the foregoing, Appellants respectfully submit that the claimed invention is patentable over the references of record. The Examiner has failed to identify or provide teachings in the references for each of the claim limitations. Appellants respectfully request reversal of the Examiner's rejections.

Respectfully submitted,

Dated: _____ May 27, 2011 _____   By: _____ /Samuel S. Lee/ _____
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(vi) **Claims Appendix**

1. A network comprising:

a first hub network including a first server, a first client, and a second client,

wherein said first server is connected to said first client and said second client;

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap,

wherein two hub networks overlap when both of the hub networks include at least one same device;

wherein said first client stores first content bound to said first hub network and stores second content bound to said second hub network, and

wherein content bound to a hub network is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and the bound content can only be played or presented through a compatible compliant device that is bound to the hub network,

wherein said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network, but cannot play or present the second content bound to said second hub network, and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance.

2. The network of claim 1, wherein said first server, said first client, and said second server are each compliant devices, and

a compliant device that is a member of a hub network will not play or present bound content that is not bound to a hub network of said member.

3. The network of claim 1, wherein said first client stores said first content in a first sub-copy version having a first license bound to said first hub network and stores said second content in a second sub-copy version having a second license bound to said second hub network, and

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wherein a sub-copy version is a copy of the locked content data representing bound content bound to a hub network.

4. The network of claim 3, wherein said first client is a compliant device, and

a compliant device that is a member of a hub network will not present bound content that is not bound to a hub network of said member.

5. The network of claim 3, wherein each sub-copy version has a corresponding license that is bound to only one hub network.

6. The network of claim 1, wherein

said first server stores said first content bound to said first hub network, and

said second server stores said second content bound to said second hub network.

7. The network of claim 6, wherein

said first server stores said first content in a first source version of locked content data, and

said second server stores said second content in a second source version of locked content data.

8. The network of claim 7, wherein

said first source version has a corresponding first root license bound to said first hub network, and

said second source version has a corresponding second root license bound to said second hub network.

9. The network of claim 1, wherein

said first hub network defines a first local environment based on said first server, such that the compatible compliant device can join said first hub network while in the first local environment, and

said second hub network defines a second local environment based on said second server, such that the compatible compliant device can join said second hub network while in the second local environment.

10. The network of claim 9, wherein a local environment for a hub network is a limited area defined relative to a server in a hub network of the member.

11. The network of claim 9, wherein a local environment for a hub network is a limited logical area defined relative to the position of a server in a hub network of the member.

12. The network of claim 9, wherein a local environment for a hub network is defined by travel time of packets within a hub network of the member.

13. The network of claim 1, wherein
said first hub network has a first local environment,
said second hub network has a second local environment, and
said first local environment and said second local environment overlap such that said first server, said first client, and said second server are each in both the first local environment and the second local environment.

14. The network of claim 1, wherein
said first client is connected to a terminal device for presenting content, and
said terminal device is not a member of said first hub network and is not a member of said second hub network.

15. A network comprising:
a first hub network including a first server, a first client, and a second client, wherein said first server is connected to said first client and said second client;
a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap,

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wherein two hub networks overlap when both of the hub networks include at least one same device;

wherein said first server stores first content in a first source version of locked content data,

said first server stores a first root license bound to said first hub network for said first source version,

said second server stores second content in a second source version of locked content data,

said second server stores a second root license bound to said second hub network for said second source version,

said first client receives said first content streamed from said first source version by said first server, and

said first client receives said second content streamed from said second source version by said second server, and

wherein a source version of locked content data which is bound to a hub network by a root license can only be played or presented through a compatible compliant device that is a member of the hub network,

wherein said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network, but cannot play or present the second content bound to said second hub network, and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance.

16. A network comprising:

a first hub network including a first server;

a second hub network including a second server and said first server, and said second server is connected to said first server, such that said first hub network and said second hub network overlap,

wherein two hub networks overlap when both of the hub networks include at least one same device;

wherein said first server stores a first license and a first version of locked content data, and said first version stores first content,

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said first server stores a second license and a second version of locked content data, and said second version stores second content,

said first license is bound to said first hub network,

said second license is bound to said second hub network, and

wherein a version of locked content data which is bound to a hub network by a license can only be played or presented through a compatible compliant device that is a member of the hub network,

wherein said second server bound to said second hub network can play or present the second content whose second license is bound to said second hub network, but cannot play or present the first content whose license is bound to said first hub network, and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance.

17. The network of claim 16, wherein

said second server stores a third license and a third version of locked content data,

said third version stores said second content, and

said third license is bound to said second hub network.

18. A hub network, comprising:

a server storing a root license and a source version of locked content data;

a client connected to said server, and storing a first license, a first sub-copy version of locked content data, a second license, and a second sub-copy version of locked content data;

wherein said source version of locked content data stores first content,

said root license is bound to said hub network,

said first sub-copy version stores said first content,

said first license is bound to said hub network,

said second sub-copy version stores second content, and

said second license is bound to a second hub network,

wherein a source version of locked content data which is bound to said hub network by a root license can only be played or presented through a compatible compliant device that is a member of said hub network,

wherein said second sub-copy version bound to said second hub network by said second license cannot be played or presented through the device that is a member of said hub network, and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance.

19. The hub network of claim 18, wherein said hub network defines a local environment including said server and said client.

20. The hub network of claim 19, wherein said local environment is a limited area defined relative to said server.

21. The hub network of claim 18, wherein said client is a compliant device, and a compliant device that is a member of a hub network will not present bound content without a license that is bound to a hub network of said member.

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